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January 4, 1995

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RECORDATION NO. 7772-C  
JAN 4 1995 - 2 50 PM  
INTERSTATE COMMERCE COMMISSION

Honorable Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Secretary Williams:

I have enclosed an original and three certified copies of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

The document is Amendment No. 4 to Lease of Railroad Equipment, a secondary document, dated April 22, 1994. The primary documents to which this document is connected are recorded under Recordation Nos. 7771 and 7772. We request that this document be recorded under Recordation Nos. 7771-I and 7772-C.

The names and addresses of the parties to Amendment No. 4 to Lease of Railroad Equipment are as follows:

Lessor:

GATX Third Aircraft Corporation  
Four Embarcadero Center  
Suite 2200  
San Francisco, CA 94111

Lessee:

CSX Transportation, Inc.  
500 Water Street  
Jacksonville, FL 32202

BALL, JANIK & NOVACK

The Honorable Vernon A. Williams

January 4, 1995

Page 2

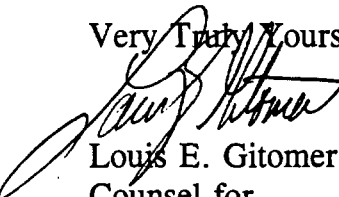
A description of the equipment covered by the document consists of five 2,000 horsepower SD-38-2 diesel electric locomotives numbered CSXT 2450-2454, inclusive (previously numbered LN 4500-4504, respectively) and ten 1,500 horsepower MP-15 diesel electric locomotives numbered CSXT 1140-1149, inclusive (previously numbered LN 5030-5039, respectively).

A fee of \$42.00 is enclosed. Please return the original and one certified copy to:

Louis E. Gitomer  
Of Counsel  
Ball, Janik & Novack  
Suite 1035  
1101 Pennsylvania Avenue, N.W.  
Washington, DC 20004

A short summary of the document to appear in the index follows: Amendment No. 4 to Lease of Railroad Equipment, dated April 22, 1994, between GATX Third Aircraft Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, and CSX Transportation, Inc., 500 Water Street, Jacksonville, FL 32202, covering five 2,000 horsepower SD-38-2 diesel electric locomotives numbered CSXT 2450-2454, inclusive (previously numbered LN 4500-4504, respectively), and ten 1,500 horsepower MP-15 diesel electric locomotives numbered CSXT 1140-1149, inclusive (previously numbered LN 5030-5039, respectively).

Very Truly Yours,



Louis E. Gitomer  
Counsel for  
GATX Third Aircraft Corporation

Enclosure

Amendment No. 4  
to  
Lease of Railroad Equipment

RECORDATION NO. 7772-C  
JAN 4 1995 -2 50 PM

This Amendment No. 4 to Equipment Lease (this "Amendment"), is dated April 22, 1994, by and between CSX Transportation, Inc., as successor in interest to Louisville and Nashville Railroad Company ("CSXT" or "Lessee"), as lessee, and GATX Third Aircraft Corporation, successor in interest to Exchange National Bank of Chicago ("GATX" or "Lessor"), as lessor.

Recitals

Exchange National Bank of Chicago (the "Original Lessor") and Louisville and Nashville Railroad Company (the "Original Lessee") entered into that certain Lease of Railroad Equipment, dated as of December 1, 1974 (the "Lease"), originally covering the lease of 35 locomotives. The locomotives which remain subject to the Lease are identified on the attached Exhibit A (the "Equipment").

GATX is the successor in interest to the Original Lessor under the Lease and CSXT is the successor in interest to the Original Lessee under the Lease.

GATX and CSXT now desire to amend the Lease to extend the term and as otherwise provided in this Amendment.

NOW THEREFORE, the parties hereto agree to amend the Lease in accordance with the following terms and conditions:

1. Definitions. Unless otherwise set forth herein, capitalized terms used herein shall have the same meanings given thereto in the Lease.
2. Rentals. Section 3 of the Lease is hereby amended to provide that the Lessee shall pay the Lessor monthly payments of interim rentals for each Unit, in arrears, for the period commencing on June 1, 1993 and continuing up through and including December 31, 1993. Commencing on January 1, 1994, rentals for each Unit will be due semi-annually in arrears throughout the remainder of the Term, including any renewal period as provided in this Amendment. The amount of rentals due from the Lessee is set forth in the attached Exhibit B.
3. Term. Section 4 of the Lease is hereby amended to provide for the extension of the term from June 1, 1993 up through and including December 31, 1998; provided, however, that such period shall be subject to earlier termination pursuant to Section 10 of the Lease (the "Initial Term"). Notwithstanding the foregoing, the Lease may be extended in accordance with the provisions of Paragraph 5 of this Amendment.

4. Casualty Values. Section 7 of the Lease is hereby amended to provide that the Casualty Value for each Unit shall be, as of any specified date, the amount set forth opposite such date on the attached Exhibit C.

5. Renewal Option; Right of First Refusal. Section 13 of the Lease is hereby amended to read as follows:

"The Lessor and the Lessee hereby agree that the Lessee shall have the option to extend the Lease for some or all of the Equipment for one additional five year period (the "Extended Term"); provided, further, that any such Extended Term shall be subject to early termination pursuant to the provisions of Section 10 of the Lease. The Lessee may exercise such option by providing the Lessor with written notice of its election to so extend the Lease and in such notice shall specify the number of Units and the type of Units with respect to which it intends to extend the Lease. Notwithstanding the foregoing, if the Lessee elects to extend the Lease with respect to less than all of the Units, the Lessor will determine which Units of any type (specifying such Units by road number) are to be returned to the Lessor and which Units will remain with the Lessee. Rentals for any Unit during any such extended Term shall be in the amounts set forth on Exhibit A.

Subject to the leasehold interest of the Lessee hereunder, the Lessor agrees that (provided no default under the Lease shall have occurred and be continuing) it will not sell any of the Units unless the Lessor shall have given the Lessee at least 10 business days' prior written notice of such sale, specifying the sale price and terms of such sale, and the Lessee shall have the option to purchase such Units at the same price and on the same terms as specified in such notice; provided, however, if the Lessee renews the Lease with respect to some but not all of the Units, the foregoing option shall not apply to any of the Units with respect to which the Lease is not so renewed; and provided, further, that the Lessee's option shall expire within 90 days after the last day of this Lease (including, if applicable, the Extended Term)."

6. Return Condition. Notwithstanding anything to the contrary in the Lease, the Lessee agrees to return each Unit to the Lessor, whether upon expiration of the Term or earlier termination of this Lease, in accordance with the provisions set forth in this Paragraph 6. At the Lessee's cost, the Units shall be returned to any point on the rail system of the Lessee or any of its connecting affiliates, as directed by the Lessor. Each Unit shall be returned to the Lessor: (i) in the same operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear excepted; (ii) clean, (iii) free of defects as defined by the Federal Railroad Association and any other governmental agencies having jurisdiction over the Units, (iv) capable of making rated horsepower (+3%/-5%) for a minimum of one-half hour, with all ancillary systems in place and properly functioning, as determined by load tests, the results of which will be recorded by the Lessee

and provided to the Lessor; and (v) with all systems operating as designed. With respect to each Unit, the Lease shall continue and rentals shall continue to accrue with respect to such Unit until such time as such Unit is in the foregoing condition as reasonably determined by the Lessee and the Lessor following a joint inspection of the Unit.

7. Notices. Section 19 of the Lease is hereby amended to provide that notices to the Lessee and the Lessor shall be sent to the following addresses:

If to the Lessor:                   GATX THIRD AIRCRAFT CORPORATION  
Four Embarcadero Center  
San Francisco, CA 94111  
Attn: Contact Administration (Rail)

If to the Lessee:                   CSXT TRANSPORTATION, INC.  
500 Water Street J220  
Jacksonville, FL 32202  
Attn: Director Debt Administration

8. Full Force and Effect. Except as otherwise expressly set forth in this Amendment, the Lease shall continue in full force and effect.

9. Counterparts. This Amendment may be executed in counterparts each of which will constitute an original and all of which when taken together will constitute one and the same Amendment.

10. Governing Law. Section 22 of the Lease is hereby amended to provide that the Lease, including this Amendment, shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

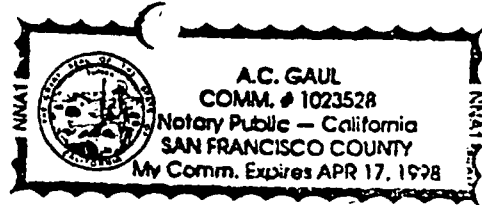
Lessor:                   GATX THIRD AIRCRAFT CORPORATION

By: Thomas P. Noel  
Its: VICE PRESIDENT

Lessee:                   CSXT TRANSPORTATION, INC.

By: [Signature]  
Its: Treasurer

State of California  
County of San Francisco



On June 21, 1994 before me, A.C. Gaul, Notary Public, personally appeared Thomas C. Nord, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

A.C. Gaul  
Notary Public

Capacity Claimed by Signer:

☐ Individual ☒ Corporate Officer VICE-PRESIDENT ☐ Partner ☐ Limited  
☐ Attorney-in-fact ☐ Trustee Title(s) ☐ General  
☐ Other \_\_\_\_\_

Signer is Representing GATX Third Aircraft Corporation

State of Florida  
County of Duval

On June 23, 1994 before me, Howard Michael Lee, Notary Public, personally appeared A.B. Astora, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

HOWARD MICHAEL LEE  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires July 28, 1995  
Commission No. 00131234

Howard Michael Lee  
Notary Public

Capacity Claimed by Signer:

☐ Individual ☒ Corporate Officer Treasurer ☐ Partner ☐ Limited  
☐ Attorney-in-fact ☐ Trustee Title(s) ☐ General  
☐ Other \_\_\_\_\_

Signer is Representing CSX Transportation, Inc.

Exhibit A  
to  
Lease Amendment No. 4

Equipment Description

<u>Type</u>	<u>Quantity</u>	<u>Lessee Road Nos.</u>
2,000 hp. diesel- electric locomotive, General Motors model SD-38-2 (the "SD-38-2 Units")	5	CSXT 2450-2454, inclusive
1,500 hp. diesel- electric locomotive, General Motors model MP-15 (the "MP-15 Units")	10	CSXT 1140-1149, inclusive

**Exhibit B**

**Omitted from ICC filing  
due to proprietary information.**



**Exhibit C**

**Omitted from ICC filing  
due to proprietary information.**

# CERTIFICATION

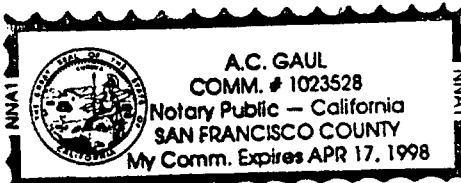
I, Thomas C. Nord, have compared this copy of the original Amendment No. 4 to Lease of Railroad Equipment between CSX Transportation, Inc., and GATX Third Aircraft Corporation, dated as of April 22, 1994, and found the copy to be complete and identical in all respects to the original document except for the omission of certain proprietary information. I declare under penalty of perjury that the foregoing is true and correct.

Thomas C. Nord  
Thomas C. Nord  
Date: Dec. 29, 1994

State of California )  
County of San Francisco )

On this 29 day of December 1994, before me personally appeared Thomas C. Nord, to me personally known, who, being by me duly sworn, says that (s)he is an Authorized Officer of GATX Third Aircraft Corp., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

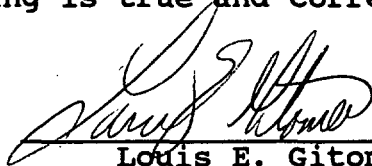


A.C. Gaul  
Signature of Notary Public

My Commission Expires: APRIL 17, 1998

**CERTIFICATION**

I, LOUIS E. GITOMER, have compared this copy of the original Amendment No. 4 to Lease of Railroad Equipment dated April 22, 1994, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in dark ink, appearing to read "Louis E. Gitomer", is written over a horizontal line.

Louis E. Gitomer

January 4, 1995